# TOWN OF DAVIE
# TOWN COUNCIL AGENDA REPORT

**TO:**                    Mayor and Councilmembers

**FROM/PHONE:**      Patrick Lynn, Police Chief/(954)693-8320

**PREPARED BY:**     Police Administration/af

**SUBJECT:**            Resolution

**AFFECTED DISTRICT:**     All

**ITEM REQUEST:**     **Schedule for Council Meeting**

**TITLE OF AGENDA ITEM:**  EXPENDITURE - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXPENDITURE OF $106,931.00 FOR THE PURCHASE OF A PRINTRAK LATENT STATION FOR THE DAVIE POLICE DEPARTMENT FROM PRINTRAK INTERNATIONAL INC., A MOTOROLA COMPANY; PRINTRAK INTERNATIONAL INC., A MOTOROLA COMPANY IS THE SOLE DEVELOPER AND PROVIDER OF THE PRINTRAK LATENT STATION COMPATIBLE WITH THE FDLE AND BROWARD SHERIFF OFFICE DATABASE SYSTEMS.

**REPORT IN BRIEF:**  To authorize the approval to purchase a Motorola Printrak Latent Station from Printrak International Inc, a Motorola Company. The system technology will provide the police department with the most effective tools and information to quickly solve crimes and/or cases using fingerprints and palmprints producing more accurate results efficiently. The Printrak Latent Station is compatible to the FDLE system which will allow the Davie Police Department to retrieve criminal information through direct database links with FDLE and Broward Sheriff's Office.


**PREVIOUS ACTIONS:**

**CONCURRENCES:**


**FISCAL IMPACT:**  not applicable

   Has request been budgeted?  Yes

      If yes, expected cost:  $ 106,931.00

Account name and number:  Forfeiture Account 015-0520-521-0317 ($88,486.00) and the Police Impact Fee Expense/Capital Account 014-0520-521-6462 ($18,445.00).

**RECOMMENDATION(S):**  Motion to approve resolution

**Attachment(s):** Resolution, Proposal, Agreement, W9, Sole Source Letter and Product Information.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE EXPENDITURE OF $106,931.00 FOR THE PURCHASE OF A MOTOROLA PRINTRAK LATENT STATION FOR THE DAVIE POLICE DEPARTMENT FROM PRINTRAK INTERNATIONAL INC., A MOTOROLA COMPANY; PRINTRAK INTERNATIONAL INC., A MOTOROLA COMPANY IS THE SOLE DEVELOPER AND PROVIDER OF THE PRINTRAK LATENT STATION COMPATiBLE WITH THE FDLE AND BROWARD SHERRIFF OFFICE DATABASE SYSTEMS.

WHEREAS, The Davie Police Department is requesting to equip the investigations bureau with a Motorola Printrak Latent Station from Printrak International Inc; and

WHEREAS, the Town of Davie Police Department has reviewed and approved the Motorola Printrak Latent Station which will provide the department with latest technology linking to the FDLE and Broward Sheriff Office Database. This will allow law enforcement personnel to track cases, solve crimes (using fingerprints and palmprints), to perform quality checks with more accurate results to solve cases quickly; and

WHEREAS, the Police Department has researched the information to determine that Motorola is the sole developer and provider of the product compatible to FDLE and the Broward Sheriff Office; and

WHEREAS, after review, the Town Council wishes to approve the expenditure of $106,931.00 to purchase the Motorola Printrak Latent Station. The equipment cost is $67,000, services-two (2) day onsite training $7,000, and a three (3) year maintenance agreement $32,931.00.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town council hereby authorizes the expenditure of the Motorola Printrak Latent Station from the sole developer and provider, Printrak International Inc., a Motorola Company.

Purchase of a Motorola Printrak Latent

SECTION 2. The Town Council hereby authorizes the expenditure in the amount of $106,931.00 from the following two accounts; Forfeiture Account 015-0520-521-0317 ($88,486.00) and the Police Impact Fee Expense/Capital Account 014-0520-521-6462 ($18,445.00).

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF_____, 2009

_____

MAYOR/COUNCILMEMBER

ATTEST:

_____

TOWN CLERK

APPROVED THIS _____ DAY OF_____, 2009

# MOTOROLA

February 11, 2009

Sgt. Richard Moore
Davie Police Department
1230 S. Nob Hill Road
Davie, FL 33324

Tel:  (954) 693-8277
Email: rich_moore@davie-fl.gov

Reference No. FL1101408-2

Dear Sgt. Moore:

*This proposal replaces the previous proposal dated 2/3/2009.*
Printrak, A Motorola Company (Motorola) is pleased to provide Davie Police Department with the following proposal for a Motorola Printrak™ Latent Station in conjunction with the existing Florida Department of Law Enforcement (FDLE) AFIS Database. The Motorola Printrak Latent Station will also be compatible with the new FDLE BWR AFIS system that will be replacing the current FDLE AFIS Database in the near future.

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**\* SPECIAL LIMITED OFFER: Purchase price of $67,000 when a new Latent Station is purchased and installed by 2/29/2009!**

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**Solution Pricing**
Motorola proposes the equipment and services described in Table 1.

### Table 1. Solution Pricing

| | BASE PROPOSAL | Price |
|---|---|---|
| 1 | Motorola Printrak Latent Station, including:<br>  ◆ Control Computer HP Workstation, Windows OS<br>  ◆ Motorola Printrak Latent Station Client Software Package<br>  ◆ Advanced Print Processing Subsystem<br>  ◆ Latent Case Database, including:<br>    ◆ Latent Case Management Client Software Package<br>    ◆ Client Hardware Subsystem<br>  ◆ Latent Camera and Illumination subsystem assembly<br>  ◆ Installation<br>  ◆ Freight Paid for Continental U.S.<br>  ◆ **Warranty:** 1 Year On-site *Advantage* Solution warranty, 8 a.m. to 5 p.m., Monday through Friday, Next day on-site response and parts replacement | $84,000 |
| | **Less Special Strategic Discount for receipt of Purchase Order and installation by no later than 2/29/2009** | ($17,000) |
| | **Total** | **$67,000** |

Shipping Forty-five (45) days after receipt of order or as otherwise scheduled.

#### Table 2. Post warranty Maintenance Agreement Pricing

| Maintenance Agreement | 1 Year | 2 Years | 3 Years |
|---|---|---|---|
| **Latent Station Maintenance Agreement after warranty:** 1 Year On-site *Advantage* Solution, 8 a.m. to 5 p.m., Monday through Friday, Next day on-site response and parts replacement | **$11,316** | **$11,090 each** | **$10,977 each** |
| **Total** | **$11,316** | **$22,180** | **$32,931** |

The above price in Table 2 will apply when post warranty maintenance is purchased at the same time as the Motorola Printrak Latent Station.

**Options and Pricing**
Motorola equipment options and pricing described in Table 3.

#### Table 3. Options Pricing

| OPTIONS | PRICE |
|---|---|
| On-site Training: 2 days | $7,000 |
| On-site Training: 3 days | $11,500 |
| 1 Printer – Gray Scale with 2 trays, 1 Year On-site warranty | $2,095 |
| Maintenance Agreement after warranty | + $180 |
| 1 Printer - Color | $635 |
| Maintenance Agreement after warranty | + $64 |
| 1 Printer - Color Laser 8.5" X 11" | $1,648 |
| Maintenance Agreement after warranty | + $165 |

**Assumptions**
In developing this proposal, Motorola has made the following assumptions regarding the Latent Station upgrade:
* Prior to FDLE BWR AFIS coming on-line, submission to the FDLE AFIS 2000 will be in AFIS 2000 format.
* After the implementation of FDLE BWR AFIS, submission to the FDLE BWR AFIS will be in NIST format.
* The Latent Case Database on the Latent Station will be based on day-forward. If latent conversion is necessary, Motorola will provide an optional quote for conversion services.
* The Latent Station user will not be able to fetch Latent prints from the FDLE BWR AFIS System for latent resubmission unless FDLE builds in this functionality at a later date.

Present U.S. and Florida standards support submission of 500 ppi latent fingerprints only. However, the Latent Station is capable of submitting 1000 ppi latent fingerprints, 500 ppi latent palms, and 1000 ppi latent palms in jurisdictions (such as Canada) where such submissions are supported. Upon delivery, the Latent Station will be configured to support the U.S./Florida standards currently in force – for example, if 500 ppi latent fingerprint submissions are mandated by the standard, the Latent Station will be delivered with 500 ppi latent fingerprint submission support.

**Customer Responsibility**

Davie Police Department is responsible for the following:

- To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- Obtaining authorizing agreements for connecting to the central AFIS at the Broward Sheriff Office and FDLE.
- Providing network software and hardware devices and future network upgrades, if required.

Additional engineering effort by Motorola beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the agency's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer. Motorola assumes that organizations requesting these utilities have advanced programming expertise and will assume all responsibility for the deployment and support of the final application.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to Motorola within twenty days after the date of the invoice.

Product purchase will be governed by the Motorola Product Agreement, a copy of which is attached for your convenience.

**Proposal Expiration:  3/31/2009**

Prepared By:  Jayne Goodall (714) 575-2956; Fax (714) 237-0050; jayne.goodall@motorola.com

Purchase orders should be sent to Motorola by facsimile or United States mail.  Please direct all order correspondence, including Purchase Order, to:

Jayne Goodall, Printrak, A Motorola Company, 1250 North Tustin Avenue, Anaheim, California  92807

By signing this signature block below, Davie Police Department agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes Printrak, A Motorola Company to ship and provide these product and services:

**Signature Authorization for Order:**

**Signature** _____

**Name** _____

**Date** _____

**Total Purchase Price (including any Options):** _____

**Please provide Billing Address:**

_____

_____

_____

_____

**Check if Billing Address is same as Shipping Address:**

**Please provide Shipping Address (if different from Billing Address):**

_____

_____

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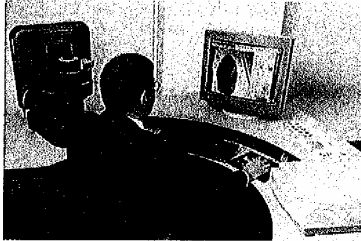**Detailed Product Description**

*Motorola Printrak™ Latent Station*

The Latent Station is a comprehensive workstation designed for latent print input, and review of fingerprint and palm print search results.

*Latent Entry Capabilities*

The workstation is designed to provide highly user-friendly latent entry and search review capabilities. Latent prints may be scanned on a flatbed scanner, captured using a latent camera, or imported from another application. The workstation operator enters and encodes minutiae on latent prints and initiates comparison of a latent print to an existing tenprint, or unsolved latent record file.

*Latent Case Management Features*

The Latent Server with Peripherals configuration includes the ability to locally manage latent cases. The investigator can store the original un-enhanced fingerprint image, as well as enhanced versions of each image. For each print, the workstation logs the steps used to enhance the image and stores the log as a macro so that the enhancement steps can be re-run as necessary. The case folder also includes each search associated with the case. Each search can then be reviewed, used for reporting purposes, or encoded again and launched as a new search.

The case management relational database enables forensic identification specialists to quickly retrieve and query case information. This capability enables greater efficiency and more thorough investigations. Data is accurately stored and instantly retrieved.

The latent case management application creates a case folder for entry and storage of all case information. An entire set of crime scene latents, even those not of sufficient quality for AFIS search, can potentially be captured and stored. Text information such as Case ID number, crime location, crime type, victim information, and even modus operandi can be stored and retrieved in real time or with *ad hoc* reports. The local latent case management capability enables the forensic identification specialist to access numerous files for the various components of each case.

With Motorola's latent case management module, experts finally have the right tools and information to solve cases quickly.

Latent prints will be captured, processed, and stored in the Latent Case Database available on the Latent Station. The Latent Station will be provided with Latent Case Management (LCM) application software. The Latent Case Management (LCM) application software will enable the privileged user to manage all the latent cases that have been stored and submitted to the central site. The LCM application will keep track of all edited information on the search case in the LCD, and enable the privileged user to generate standard reports available on the Latent application.

The workstation includes features such as side-by-side continuous zoom, and on-screen controls for contrast, brightness, and other image enhancements. Color charting and on-screen print rotation capabilities simplify visual verification of latent search results. On-screen response is fast, and individual areas of the print can easily be expanded and/or adjusted. Such improved encoding tools make previously unidentifiable minutiae visible and assist latent examiners in encoding. More accurate and complete minutiae identification means more accurate searching for every latent print, thereby increasing the number of hits. Finally, a graphic chart of matching minutiae can be produced on-screen and in hard copy form.

The workstation allows access to a separate latent case relational database, which stores AFIS quality latents, other images, and crime information up to 1,000 images per case. This case management tool allows a latent operator to manage his or her latent case information.

*Search Results Review Capabilities*

The workstation provides access to the Printrak BIS Server subsystem, allowing properly privileged users to review fingerprint and palm print search results. All search results information is stored centrally, reducing network traffic. The user accesses the data via a supported web browser. Prints are presented side-by-side, and the operator may

scroll through the candidate list to view the prints of possible candidates. The user then indicates his or her hit/no-hit determination(s).

Additional features include charting (the capability to indicate points of similarity on two prints) and match analysis (the capability to see how modifications to the original data, *e.g.*, re-encoding of the minutiae) can affect search results are available.

**Biometrics Products Agreement**

Motorola, Inc., a Delaware corporation, ("Motorola" or "Seller") OR Printrak International Incorporated, a Motorola company ("Printrak" or "Seller") OR Motorola Limited ("Motorola" or "Seller") [select one] having a place of business at _____ and _____, ("Customer"), having a place of business at _____, enter into this Products Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the Products, as described below. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

**Section 1 EXHIBITS**
The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed.

Exhibit A  Motorola "Software License Agreement"
Exhibit B  "Technical and Implementation Documents"

**Section 2 DEFINITIONS**
Capitalized terms used in this Agreement shall have the following meanings:

"Contract Price" means the price for the Products, exclusive of any applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last party to sign this Agreement has executed it.

"Equipment" means the equipment listed in the List of Products that Customer is purchasing under this Agreement.

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright.

"Motorola" means Motorola, Inc., a Delaware corporation.

"Motorola Software" means Software that Motorola or Seller owns.

"Non-Motorola Software" means Software that a party other than Motorola or Seller owns.

"Open Source Software" means software that has its underlying source code freely available to evaluate, copy, and modify. Open Source Software and the terms "freeware" or "shareware" are sometimes used interchangeably.

"Printrak" means Printrak International Incorporated, a Motorola company.

"Products" mean the Equipment and Software provided by Seller under this Agreement.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software,

including those created or produced by Motorola or Seller under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola, Printrak, or another party.
"Software" means the Motorola and Non-Motorola Software in object code format that is furnished with the Products and which may be listed on the List of Products.

"Specifications" means the functionality and performance requirements described in the Technical and Implementation Documents and any published descriptions of the Products.

**Section 3 SCOPE OF AGREEMENT AND TERM**
3.1.    SCOPE OF WORK. Seller will provide, ship, and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2.    CHANGE ORDERS. Either party may request changes within the general scope of this Agreement. Neither party is obligated to perform requested changes unless both parties execute a written change order.

3.3.    TERM. Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the expiration of the warranty period or three (3) years from the Effective Date, whichever occurs last.

3.4.    ADDITIONAL EQUIPMENT, SOFTWARE, OR SERVICES. During the Term of this Agreement, Customer may order additional Equipment, Software, or services provided they are then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment, Software, or services. Payment is due within twenty (20) days after the invoice date, and Seller will send Customer an invoice as the additional Equipment is shipped, Software is licensed, or services are performed.

3.5.    MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Seller will provide a separate maintenance and support proposal upon request.

3.6.    MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement for the Customer's intended use under this Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7.    NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Seller the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Seller makes no representations or warranties of any kind regarding Non-

Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to (i) determine whether any Open Source Software will be provided under this Agreement; and if so, (ii) identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where such license may be found); and (iii) provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. SUBSTITUTIONS. At no additional cost to Customer, Seller reserves the right to substitute any Equipment, Software, or services to be provided by Seller, but only if the substitute meets the Specifications and is of equivalent or better quality and value to the Customer. Any such substitution will be reflected in a change order.

3.9. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1 of this Agreement, or if the Parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer shall have the right and option to purchase the equipment, software, and related services that are described and listed in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the purchase of the selected equipment, software, and related services. However, the parties acknowledge that certain contractual provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers to Seller the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

**Section 4 PERFORMANCE SCHEDULE**
If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

**Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING**
5.1. CONTRACT PRICE. Unless otherwise set forth in a Payment Schedule attached as an exhibit to this agreement, the Contract Price in U.S. dollars is $_____.

5.2. INVOICING AND PAYMENT. Unless otherwise set forth in a Payment Schedule attached as an Exhibit to this agreement, Seller will submit invoices to Customer for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Seller within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless

such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola, Inc. is 36-1115800 and for Printrak International, Inc. is 33-0070547.

5.3 FREIGHT, TITLE, AND RISK OF LOSS. All freight charges will be pre-paid by Seller and added to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment, except that title to Software will not pass to Customer at any time. Seller will pack and ship all Equipment in accordance with good commercial practices.

5.4 INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

_____

_____

The city which is the ultimate destination where the Equipment will be delivered to Customer is:

_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

_____

_____

Customer may change this information by giving written notice to Motorola.

**Section 6 SITES AND SITE CONDITIONS**
6.1. ACCESS TO SITES. If Seller is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles as reasonably requested by Seller so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Seller is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, Customer will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the Products; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the Products; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the Products.

**Section 7 ACCEPTANCE**
Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

**Section 8 REPRESENTATIONS AND WARRANTIES**
8.1. EQUIPMENT WARRANTY. For one (1) year from the date of shipment, Seller warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, for one (1) year from the date of shipment, Seller warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software.

8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident, liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Seller; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (v) defects or damage caused by Customer's failure to comply with all applicable industry and OSHA standards; (vi) Equipment that has had the serial number removed or made illegible; (vii) batteries (because they carry their own separate limited warranty); (viii) freight costs to ship Equipment to the repair depot; (ix) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (x) normal or customary wear and tear.

8.4. WARRANTY CLAIMS. For Customer to assert a claim that the Equipment or Motorola Software does not conform to these warranties, Customer must notify Motorola in writing of the claim before the expiration of the warranty period. Upon receipt of such notice, Seller will investigate the warranty claim. If this investigation confirms a valid warranty claim, Seller will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. Such action will be the full extent of Seller's liability hereunder. If this investigation indicates the warranty claim is not valid, then Seller may invoice Customer for responding to the claim on a time and materials basis using Seller's current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Seller.

8.5. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Seller to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. SELLER DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 9 DELAYS**
Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

**Section 10 DISPUTES**
10.1. SETTLEMENT PREFERRED. Seller and Customer will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality provisions) through consultation and negotiation in good faith and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by Seller and Customer within thirty days after notice by one of the parties demanding non-binding mediation. Seller and Customer will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The parties may also replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

10.2. LITIGATION. Any claim relating to intellectual property or breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation may be submitted by either party to a court of competent jurisdiction in the state in which the Products are delivered. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party.

**Section 11 DEFAULT AND TERMINATION**
If either party fails to perform a material obligation under this Agreement, the other party may consider the non-performing party to be in default (unless a Force Majeure causes such failure) and may assert a default claim by giving the non-performing party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting party will have thirty (30) days after receipt of the notice of default to either (i) cure the default or (ii) if the default is not curable within thirty (30) days, to provide a written cure plan. The defaulting party will begin implementing the cure plan immediately after receipt of notice by the other party that it approves the plan. If Customer is the defaulting party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing party fails to cure the default, the performing party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

**Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION**
12.1. Seller will defend at its expense any suit brought against Customer to the extent that it is based on an Infringement Claim, and Seller will indemnify Customer for those costs and damages finally awarded against Customer for an Infringement Claim. Seller's duties to defend and indemnify are conditioned upon: (i) Customer promptly notifying Seller in writing of such Infringement Claim; (ii)

Seller having sole control of the defense of such suit and all negotiations for its settlement or compromise; (iii) Customer providing to Seller cooperation and, if requested by Seller, reasonable assistance in the defense of the Infringement Claim.

12.2. If an Infringement Claim occurs, or in Seller's opinion is likely to occur, Seller may at its option and expense procure for Customer the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant Customer a credit for such Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

12.3. Seller will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Seller; (ii) the use of ancillary equipment or software not furnished by Seller and that is attached to or used in connection with the Equipment or Motorola Software; (iii) any Equipment that is not Seller's design or formula; (iv) a modification of the Motorola Software by a party other than Seller; or (v) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Seller with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof.

**Section 13 LIMITATION OF LIABILITY**
This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

**Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS**
14.1. CONFIDENTIAL INFORMATION.
14.1.1. During the term of this Agreement, the parties may provide each other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or

proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, Confidential Information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

14.1.2. Each party will: (i) maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

14.2. PRESERVATION OF PROPRIETARY RIGHTS.
14.2.1. Motorola and Printrak, as applicable, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, Printrak, any copyright owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola or Seller in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola or Seller, and this Agreement does not grant to Customer any shared development rights of intellectual property.

14.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in the Proprietary Rights of Motorola or Seller. Customer agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

**Section 15 GENERAL**

15.1.    TAXES. The Contract Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on Seller's income or net worth), all of which will be paid by Customer except as exempt by law. If Seller is required to pay or bear the burden of any such taxes, Seller will send an invoice to Customer and Customer will pay to it the amount of such taxes (including any applicable interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes.

15.2.    ASSIGNABILITY. Neither party may assign this Agreement without the prior written consent of the other party, except that Seller may assign this Agreement to any successor of Seller's biometrics business, as conducted through Printrak International, Inc., or to any party acquiring the assets used by Seller in conducting such biometrics business or otherwise performing Seller's obligations under this Agreement.

15.3.    SUBCONTRACTING. Seller may subcontract any portion of the work, but such subcontracting will not relieve it of its duties under this Agreement.

15.4    WAIVER. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

15.5.    SEVERABILITY. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

15.6.    INDEPENDENT CONTRACTORS. Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

15.7.    HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

15.8.    GOVERNING LAW. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the System is installed.

15.9.    ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

15.10.    NOTICES. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

**Customer**
Attn: _____

_____

_____

fax: _____

**Seller**
Attn: _____

_____

_____

fax: _____

15.11.    COMPLIANCE WITH APPLICABLE LAWS. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System.

15.12.    AUTHORITY TO EXECUTE AGREEMENT. Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party.

15.13.    SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights; and all of the General terms in this Section 15.

The parties hereby enter into this Agreement as of the Effective Date.

Seller

By: _____

Name: _____

Title: _____

Date: _____

**Customer**

By: _____

Name: _____

Title: _____

Date: _____

**Exhibit A - Software License Agreement**

In this Exhibit A, the term "Licensor" means Motorola, Inc., ("Motorola") or Printrak International, Incorporated, a Motorola company ("Printrak"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached; and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

**Section 1 DEFINITIONS**
1.1      "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2      "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3      "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4      "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5      "Primary Agreement" means the agreement to which this exhibit is attached.

1.6      "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7      "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**Section 2 SCOPE**
Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

**Section 3 GRANT OF LICENSE**
3.1.      Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the

Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2.      If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

**Section 4 LIMITATIONS ON USE**
4.1.      Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2.      Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3.      Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to

another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4.    When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5.    Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

### Section 5 OWNERSHIP AND TITLE
Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

### Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY
6.1.    The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2    Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3.    Warranty claims are described in the Primary Agreement.

6.4.    **The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

### Section 7 TRANSFERS
Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

### Section 8 TERM AND TERMINATION
8.1    Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2    Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that

all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3    Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

### Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS
This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement.    The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

### Section 10 CONFIDENTIALITY
Licensee    acknowledges    that    the    Software    and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

### Section 11 LIMITATION OF LIABILITY
The Limitation of Liability provision is described in the Primary Agreement.

### Section 12 NOTICES
Notices are described in the Primary Agreement.

### Section 13 GENERAL
.13.1.    COPYRIGHT    NOTICES.    The    existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2.    COMPLIANCE    WITH    LAWS.    Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not,

without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3.    ASSIGNMENTS    AND    SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4.    GOVERNING LAW.    This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity.    The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply.    In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement.    The governing law will be that in effect prior to the applicability of UCITA.

13.5.    THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee.  No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement.  Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6.    SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7.    ORDER OF PRECEDENCE.    In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8    SECURITY.    Motorola's Information Assurance Policy addresses the issue of security.    Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities.    While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

## Request for Taxpayer
## Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

**Name**
**Printrak International Inc**

**Business name, if different from above**
**Printrak, A Motorola Company**

Check appropriate box: ☐ Individual/ Sole proprietor  ☑ Corporation  ☐ Partnership  ☐ Other ▶ .................... | ☐ Exempt from backup withholding

**Address (number, street, and apt. or suite no.)**
**1250 North Tustin Ave**

Requester's name and address (optional)

**City, state, and ZIP code**
**Anaheim, CA 92807**

List account number(s) here (optional)

*Print or type*
*See Specific Instructions on page 2.*

### Part I  Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

**Note:** *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

**Social security number**

or

**Employer identification number**
3 3 0 0 7 0 5 4 7

### Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**

3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** | Signature of U.S. person ▶ | Date ▶ 1/25/08

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Cat. No. 10231X

Form **W-9** (Rev. 1-2003)

**Results Detail**

Last statement filed on: 2/2/1996

| Corporation | | |
|---|---|---|
| PRINTRAK INTERNATIONAL INCORPORATED | | |
| **Number:** C1183475 | **Incorporation Date:**12/10/1984 | **Status:**Merged Out |
| **Jurisdiction:** CA | **Type:** Domestic Stock | |
| **Address** | | |
| 1250 NORTH TUSTIN AVE., | | |
| ANAHEIM, CA  92807 | | |
| **Agent For Service Of Process** | | |
| RICHARD M. GILES | | |
| 1250 NORTH TUSTIN AVE., | | |
| ANAHEIM, CA  92807 | | |

Please review this information to determine if you have located the correct corporation. Corporations with a status of **Merged Out** are not required to file the Statement of Information.

[ Search Results ]  [ New Search ]

**MOTOROLA**

January 27, 2009

Adrienne Fletcher
Administrative Aide
Town of Davie Police Department
(954) 693-8320
(954) 693-8335  Fax
Email:  Adrienne_Fletcher@davie-fl.gov

Reference No. FL1101408-2

Motorola's Printrak Automated Fingerprint Identification System (AFIS) is currently installed at
FDLE. Printrak, a Motorola Company is the owner of the software and design, sole developer and
sole provider for the AFIS. As such, Motorola is the only vendor who can provide the Latent
Station that fully interfaces with this system.

Printrak, A Motorola Company, looks forward to the opportunity to provide the Latent Station
proposal that is required. We look forward to working with you further.

Sincerely,

*Jayne B. Goodall*

Jayne B. Goodall
Manager of Biometrics Customer Service Sales & Marketing
Printrak International Inc., A Motorola Company
Biometric Solutions Division
Government & Commercial Markets

Motorola, Inc. Printrak International